## **APPLICATION AND CONTRACT TERMS AND CONDITIONS**

This Application and Contract to participate in the AHRA 52<sup>nd</sup> Annual Meeting & Exposition at the Paris Las Vegas, August 3-6, 2025, including but not limited to move-in and move out dates shall become effective when it has been submitted by the exhibiting company and accepted by the AHRA. The individual signing this Application and Contract represents and warrants that he/she/they are duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by AHRA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between AHRA and exhibiting company ("Exhibitor").

#### 1. BOOTH RENTAL FEE

Island Booth Space (4 booths or more that are a standalone space): \$32/sq. ft. or \$3,200 per 100 ft Linear Standard Booth Space: \$30/sq. ft. or \$3,000 per 10' x 10' booth Corner Premium: \$300.00 per corner booth

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the "Exhibit Booth Fee."

The Exhibit Booth Fee includes a standard package with these benefits:

- Listing in the online exhibitor directory before and after AHRA 2025
- Company Name and description in Mobile App Exhibitor Directory
- Exhibitor Badges 4 per 10x10 sq ft of exhibit booth space
- 8' High Backwall Drape & 3' High Sidewalls Drape (linear booths only)
- Identification Sign with company name and booth number
- 24-hour perimeter security services
- Post-Show Attendee Mailing List (upon completion of Post-Event Survey)
- Ability to rent one time use pre-show opt-in attendee mailing list (\$700)
- Priority Points towards 2026 anticipated onsite Space Selection.

# 2. ASSIGNMENT OF SPACE

For all Contracts received on or before Monday, October 28, 2024, space is assigned date via online space selection based on priority points. For all Contracts received on or after October 28, 2024, space will be assigned on a first-come, first-served basis following the completion of the online space selection.

AHRA does not permit end-cap booths, meaning a 10x20 that is exposed to aisles on three sides. AHRA also does not permit exhibitors to purchase linear booth spaces that are across the aisle or diagonal from one another.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitors should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. AHRA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

AHRA will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to <a href="mailto:exhibits@ahra.org">exhibits@ahra.org</a>. Exhibitors are added to the waitlist on a first-come, first- served basis based on date and time of email receipt by AHRA.

AHRA reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time. Booths that dismantle early will penalized by losing 3 priority points towards the following years booth selection. All booths must remain intact until the close of the show.

## 3. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitors must remit 100% percent of their total fees within 30 days of receipt of their invoice from AHRA. Contracts received after Friday, April 4, 2025, must remit payment on invoice receipt. Full payment must be received on or before Monday, June 2, 2025, regardless of Applications & Contract submission date. AHRA reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment within 90 days of invoice. Credit card payments can be made online using American Express, MasterCard or Visa. Make all checks payable to AHRA and remit to the following address via the U.S. Postal Service:

For checks being sent via first class US postal service mail only:

AHRA PO BOX 713398 CHICAGO IL 60677-1543

Alternatively, Exhibitor may remit via overnight currier (e.g., FedEx) to the following address:

AHRA LOCKBOX NUMBER 713398 350 EAST DEVON AVE ITASCA IL 60143

For ACH/wire payments, please email AR@ahra.org for remittance instructions.

AHRA reserves the right to hold or revoke Exhibitor badges and hold freight for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

# 4. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to <a href="mailto:exhibits@ahra.org">exhibits@ahra.org</a>. For cancellations of space received between the initial space selection and Friday, February 28, 2025. Exhibitor is responsible for, and AHRA shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial space selection and Friday, February 28,2025, Exhibitor is responsible for, and AHRA shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of space on or after Friday, February 28, 2025. Should an Exhibitor cancel even partial space on or after Friday, February 28, 2025, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space. Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibitor space or this Applications & Contract subsequent to AHRAs cancellation of the Event pursuant to Section 5.

# **CANCELLATION OR CHANGES TO AHRA'S 52nd ANNUAL MEETING & EXPOSITION BY AHRA**

If for any reason beyond AHRA's control AHRA determines that AHRA's 52<sup>nd</sup> Annual Meeting & Exposition must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AHRA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AHRA or its directors, officers, employees, agents or subcontractors. The exhibitor understands that it may lose all monies it has paid to AHRA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AHRA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless AHRA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may

suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AHRA's control. The terms of this provision shall survive the termination or expiration of this Contract.

#### 5. ELIGIBILITY TO EXHIBIT

AHRA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AHRA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should AHRA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), AHRA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

AHRA has deemed all lifestyle/personal products (e.g., compression socks, creams/lotions, jewelry, massage, medical tens unit, LED, Red/Blue Light, etc.) as unsuitable and may not be displayed at the Event and any products must be removed from the show floor immediately upon notification of the infraction. Should the size of the display/product prohibit its immediate removal from the show floor, the product must be removed by the end of show hours on the day of infraction notification.

#### 6. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it, nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of AHRA 52<sup>nd</sup> Annual Meeting as determined by AHRA in its sole discretion.

## 7. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which AHRA determines to be outside the purpose and/or character of the AHRA 52<sup>nd</sup> Annual Meeting as determined by AHRA in its sole discretion.

## 8. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

# 9. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to AHRA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AHRA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AHRA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AHRA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

## 10. USE OF AMERICAN HEALTHCARE RADIOLOGY ADMINISTRATORS

AHRA, American Healthcare Radiology Administrators, and Event logo are registered trademarks owned by the AHRA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the AHRA 52<sup>nd</sup>

Annual Meeting Participation in the Event does not imply endorsement or approval by AHRA of any product, service, or participant and none shall be claimed by any participant.

## 11. SET-UP TIME

Set-up of exhibits begins in the Facility at 12:00 pm, August 1<sup>st</sup>, 2025. If an exhibit is not set-up by 1:00 pm, August 3<sup>rd</sup>, AHRA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. AHRA reserves the right to set up the exhibit or remove the freight from the booth at the Exhibitor's expense. AHRA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to AHRA's election of any rights under this Section 14.

#### 12. EVENT HOURS

 Sunday, August 3
 3:00pm - 6:00pm

 Monday, August 4
 11:00am - 2:00pm

 Tuesday, August 5
 11:00am - 2:00pm

AHRA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

## 13. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Tuesday, August 5th, at 2:00pm. No part of an exhibit shall be removed during the Show Hours without special permission from AHRA. Should an Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all its priority points and may entirely lose the privilege of exhibiting at future AHRA events.

All freight must be removed from the Facility by 10:00pm, August 5<sup>th</sup>, 2025. If exhibits are not removed by this time, AHRA reserves the right to remove exhibits and charge the expense to Exhibitor and AHRA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

### 14. BADGES

Exhibitors will be provided with 4 complimentary Exhibitor badges per 100 sq. ft. of exhibit space purchased which includes access to the exhibit hall and sessions that are included in the official AHRA Annual Meeting Program, this does not include any additional ticketed events (workshops, socials, outings, etc.). Exhibitors who wish to receive CEs for educational sessions must purchase an Attendee Registration badge. Exhibitor badges are for Exhibitor's full and part time employees or contractors.

Event attendees do not have access to the Exhibit Hall until Sunday, August 3, 2025. Should Exhibitor give its badges to an Event attendee for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of AHRA, lose part or all its company's priority points, and may entirely lose the privilege of exhibiting in future AHRA events. AHRA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time. AHRA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

## 15. MINIMUM AGE FOR ADMISSION

Children under the age of 18 are not permitted in the Gathering Place (Exhibit Hall) at any time. Any attendees or exhibitors arriving with children under the age of 18 will be denied access to the Gathering Place (Exhibit Hall) with such children without any exceptions or refunds.

# 16. EXHIBITOR LIABILITY

Exhibitors remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AHRA, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

#### 17. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, AHRA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AHRA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR AHRA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

## 18. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before July 7, 2025 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,0000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence.
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$1,000,000
- (f) Personal property and equipment on a special form replacement cost basis

AHRA Smithbucklin Corporation and the Paris Las Vegas are to be listed as additional insurers on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A-VII.

Exhibitors will not be permitted to set up their booth prior to submitting the proper certificates. Certificates should be sent to:

AHRA 2001 K St. NW # 300 Washington, D.C., 20006 exhibits@ahra.org

## 19. USE OF SPACE — GENERAL

- (a) Exhibitors are not permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. AHRA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the AHRA 52<sup>nd</sup> Annual Meeting.
- (b) Exhibitors are prohibited from possessing, displaying, or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.

- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by an Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers, or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with AHRA 52<sup>nd</sup> Annual Meeting. Details should be submitted to Show Management via email to <a href="mailto:exhibits@ahra.org">exhibits@ahra.org</a> at least 10 business days prior to the start of the Event. AHRA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.
- (f) AHRA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of AHRA. Exhibitors must abide by all local statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in May 2025.
- (i) The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email <a href="mailto:exhibits@ahra.org">exhibits@ahra.org</a>.
- (j) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages arising out of Exhibitor's breach of this provision as a consequence of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:
  - U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: <a href="https://www.ada.gov">www.ada.gov</a>
- (k) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. The facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (I) Paris Las Vegas is the only official housing vendor for the Event and other companies may not provide the prices, service, and reliability available from Paris Las Vegas. If you are contacted by ANY company except Paris Las Vegas about hotel reservations for AHRA please inform Show Management at <a href="https://newsatto-noise.new
- (m) All booth personnel must be properly and modestly clothed.
- (n) Exhibitors' distribution of food and beverages for consumption in the building is prohibited, except with written permission from Show Management. All requests must be submitted in writing. If permitted to serve food and non-alcoholic beverages during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.

- (o) AHRA requires all booths to have flooring that covers their complete contracted exhibit space. For the 2025 Annual Meeting, the Exhibit Hall is already carpeted, if you would like to have flooring or order a specific color this can be done through the exhibitor manual.
- (p) Exhibitors, at AHRA 's sole discretion, are prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography, or stunts of any kind by an Exhibitor, i.e., drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the AHRA, its employees and contractors may take photographs/videos, which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the AHRA and its affiliates the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that AHRA is the sole and exclusive owner of all rights in the images and hereby waives (a) all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have related to or arising from the images or their use.
- (q) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (r) Hanging signs are permitted in island booths to a maximum height of 20' including signage, hanging or stationary sign, trusses and hanging lighting systems depending on the facility restrictions. Any hanging signage will be hung at 16'-20' from the floor to the top of the sign depending on the facility restrictions.
- (s) AHRA does not allow end cap booths, meaning booths exposed to aisles on the three sides and composed of two 10x10 booths.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') in all peninsulas, modified peninsulas, split islands and island booths. The exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, the Exhibitor may email exhibits@ahra.org.
- (u) If Exhibitor occupies an Island booth an Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval June 2, 2025. If Exhibitor received a written booth violation notice at the Event in previous years. Exhibitors must submit a detailed floor plan, including dimensions, to Show Management for review and approval by June 2, 2025. Floor plans should be submitted via email to <a href="mailto:exhibits@ahra.org">exhibits@ahra.org</a>.
- (v) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

# 20. USE OF SPACE — LIGHTS/ AUDIO / VECHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

- (e) Loudspeakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by June 2, 2025.
- (g) Vehicles may not be displayed without prior written approval from AHRA and the Public Safety Department of the Facility.

## 21. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours, or any function sponsored in connect with the Event without prior notice to and approval by AHRA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AHRA.

## 22. HOTEL ROOMS, SUITES & MEETING ROOMS

AHRA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AHRA housing block. These controls have already been set up with each property. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of AHRA 52<sup>nd</sup> Annual Meeting are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AHRA.

## 23. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners, and attendees per the discretion of AHRA management. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of AHRA. Such lists shall only be used for mailings of promotional material relating to the Exhibitor's booth at the Event and shall not be reproduced, transferred, or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold AHRA, its directors, officers, employees, agents, or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

# 24. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Las Vegas, NV, Fire Prevention Division.
- (b) If Exhibitor has equipment that produces heat, smoke, or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire

regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Las Vegas Fire Prevention Division and from AHRA. A heat producing device form to request approval from the Las Vegas Fire Prevention Division is included in the Exhibitor Services Manual.

(c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Las Vegas Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

## 25. LABOR RELATIONS

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Freeman. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) If an Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than July 28, 2025. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AHRA for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to always wear both a Facility Access Credential and individual Event credential.
- (c) Exhibitors may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. Freeman access to the loading docks to provide a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of all contracted carriers is handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

# **26. EXHIBITOR SERVICES MANUAL**

In April 2025, the official General Service Contractor will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

# 27. WARRANTIES

AHRA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AHRA, or their respective employees, agents, or contractors.

## 28. AMENDMENTS/INTERPRETATION

AHRA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to the Exhibitor. Exhibitor, for itself, its agents, and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AHRA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. The exhibitor, in the sole interpretation of AHRA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of AHRA.

## 29. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AHRA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the

enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors, and assigns.

## **30. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, American Healthcare Radiology Administrators, AHRA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "AHRA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AHRA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT AHRA PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE AHRA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, THE EXHIBITOR AGREES TO PAY FOR ALL ATTORNEYS' FEES AND COSTS INCURRED BY AHRA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. THE EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

## 31. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY AHRA: (A)TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT AHRA; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF AHRA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN AHRA'S PRIVACY POLICY.